KONGSBERG

PROPOSAL:

POTENTIAL SONAR SYSTEMS FOR R/V WECOMA

CUSTOMER: **Oregon State University**

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CONTRACTOR: **Kongsberg Underwater Technology, Inc.**

19210 33rd Avenue West, Suite A
Lynnwood, WA 98036-4707

DATE: **18 June 2010**

QUOTATION NO.: **Budgetary 15094.00**

Commercial-in-Confidence

COMMERCIAL-IN-CONFIDENCE

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1 SCOPE OF SUPPLY AND PRICES

Kongsberg Underwater Technology, Inc. (KUTI) is pleased to provide the following budgetary pricing for an EM 302 multibeam echo sounder for potential installation on *R/V Wecoma*. The initial portion of the quote provides information regarding pricing for an EM 302 in a 1˚x2˚ transducer configuration and the engineering support required for installation of the system. The second portion of the pricing includes information regarding potential supporting equipment for the EM 302 system and some additional sonar systems that may be of interest to OSU and/or UNOLS scientists.

CLIN No.	Qty.	Description	Price USD
		Deep Water Multibeam Echo Sounder (30 kHz)	
01		**EM 302 Multibeam Echo Sounder (1 x 2 degree):**	**$902,568**
	1	Hydrographic Work Station (HWS)	
	1	19" LCD Display, including brackets for wall, ceiling or 19" rack mounting	
	1	Seafloor Information System (SIS) Multibeam version	
	1	Transceiver Unit, 1 X 2 DEGREES including: Multibeam software with SIS controller	
	1	Remote power on/off switch	
	1	1 x 2 DEGREES Transducer includes the following Items:	
	1	TX - Steel Mounting frame, 1 degree	
	1	RX - Steel Mounting frame, 2 degree	
		Engineering Support Services - EM 302 **(travel and living expenses not included)**	
02		**Installation Design Consulting - Does not include any fabrication.** (160 engineering design hours)	**$36,064**
03		**System Installation Supervision** (2 engineer(s) on site for 10 man-days each)	**$28,032**
04		**Installation Survey** Performed by Independent Survey Contractor	**$35,000**
05		**System Harbor Acceptance Test** (2 engineer(s) on site for 5 man-days each)	**$15,872**
06		**System Sea Trials Test & Calibration** (2 engineer(s) on board for 5 man-days each)	**$23,872**
07		**Operational Training** (1 instructor(s) onboard for a total of 5 man-days)	**$13,700**
		System Total, 1x2 Degree:	**$1,055,108**

CLIN No.	Qty.	Description	Price USD
		Optional Items - EM 302	
08		**Seapath 300 Vessel Attitude and Positioning System**	**$96,143**
	1	Seapath 300 processing unit	
	1	Seapath HMI unit	
	2	GPS L1 antenna with bracket	
	1	MRU-5 motion reference unit	
	1	MRU wall mounting bracket	
	1	MRU junction box	
	1	MRU connector cable, 3m	
	1	19" LCD monitor, including brackets for wall, ceiling or rack mounting	
	1	Keyboard	
	1	Mouse	
	1	Product manuals	
09		**AML Smart SV Probe, including**	**$7,521**
	1	Surface sound velocity smart sensor	
	1	15m data/power cable	
	1	Power supply	
10		**Helsman's Display for Multibeam**	**$6,654**
	1	Work Station	
	1	19" LCD Display, including brackets for wall, ceiling or 19" rack mounting	
11		**Water Column Logging Module for SIS**	**$17,147**
		Other Sonar Systems	
12		**TOPAS PS 18 Parametric Sub-Bottom Profiler**	
	1	Hydrographic Work Station	**$468,880**
	1	TOPAS PS 18 transceiver unit	
	1	TOPAS PS 18 transducer array	
	1	Remote power on/off switch	
13		**EK 60 Scientific Echo Sounder, Multi-frequency**	**$341,725**
	1	EK 60 Work Station w/ software license	
	1	18kHz GPT	
	1	38kHz GPT	
	1	70kHz GPT	
	1	120kHz GPT	
	1	200kHz GPT	
	1	18kHz split beam xdcr	
	1	38kHz split beam xdcr	
	1	70kHz split beam xdcr	
	1	120kHz split beam xdcr	
	1	200kHz split beam xdcr	
	1	Transducer mounting flanges	
	1	Calibration spheres	
	1	Remote power on/off switch	

2 CLARIFICATIONS – EQUIPMENT SCOPE OF SUPPLIES

2.1 Multibeam Echo Sounders (MBES)

Kongsberg pioneered the development of high-precision multibeam echo sounders, and has delivered close to 800 multibeam systems over the last 20 years. The Kongsberg Echo Sounders are all characterised by extreme swath widths, accuracy that meets or exceeds current and future IHO standards and their ease of operation.

The Seafloor Information System (SIS) software provided for operation of the EM Series MBES is designed for installation on Windows based computers. This software provides the operator with all the tools necessary to configure, operate and monitor performance of the EM 302. Post processing of any gathered data would require additional, third party software such as CARIS, Fledermaus, Hypack or QINSY. The options pricing above includes the cost to upgrade the SIS software with the water column data logging module. This optional software module greatly expands the type of scientific investigations that can be accomplished with our MBES systems.

Kongsberg Underwater Technology Inc. (KUTI) has performed an initial analysis of the drawings provided by OSU of the *R/V Wecoma* and believe that the ship can support the installation of an EM 302 with 1˚ transmit array and 2˚ receive array. We would propose the use of what we call a "split gondola" configuration for accomplishing this. The structure housing the transducer arrays would be split into two sections with one section on each side of the vessel's box-keel. A structure large enough to house the EM 302 1x2 transducers could actually have enough room to house additional equipment, so in addition to the EM 302 system, the Wecoma could accommodate a system like our TOPAS PS 18 Sub-bottom Profiler and/or our EK 60 Scientific Echo Sounder.

Attached is a 2D mock up we have prepared of what a potential installation would look like. It should be understood that our analysis has been purely based on whether the size and basic layout of the vessel would support this equipment. OSU should consult a qualified naval architect to determine whether the structure of the ship can support the equipment and whether the installation of the proposed equipment would have a significant effect on the ship's handling characteristics.

Since OSU is primarily interested in a multibeam echo sounder we have first provided pricing for a complete EM 302 system, including the technical support services offered by KUTI for installation of the system. As mentioned above the gondola will be big enough to support the installation of other types of sonar equipment, therefore we have also provided pricing information for two possible systems in the options area. These systems would have their own installation costs involved which have not been included in this quotation. If OSU is interested in these systems the quote can be revised to include estimates for installation costs of the additional equipment.

2.2 Supporting Equipment

In order for the sonar equipment to operate properly it is necessary to provide it with various external parameters such as the sound velocity in water at the face of the transducer, sound velocity profile data and vessel attitude & positioning information. KUTI has assumed that OSU has CTD or SVP equipment onboard the *Wecoma*. Additionally we have assumed that a suitable SV probe and vessel attitude & positioning system may not currently be a part of the ship's equipment, so pricing for these items has been provided in the Options section.

The Kongsberg Seapath 300 system is the latest in vessel attitude and positioning systems. It is capable of providing the sonar system with all of the necessary roll, pitch, yaw, heave and positioning data necessary for the most accurate operation. In addition, the Seapath can provide the linear X, Y, Z velocity data necessary to ensure the multibeam echo sounders can account for Doppler shift when using frequency modulated transmission pulses. Pricing has been provided for a complete Seapath 300 system. If additional performance is required Kongsberg can offer upgrades to other models of the Seapath family that include such things as dual GPS/GLONASS receivers, dual frequency receivers (L1/L2) or our more accurate MRU-5+ motion reference unit.

Surface sound velocity can be provided using the AML Smart series probes. For large research vessels it is most efficient to install a water sampling system that brings sea water into the ship and through a sampling tank where the probe is located. This allows maintenance to be performed on the probe without sending divers down to remove it from the bottom of the ship. Pricing has been included above for the probe only. KUTI can assist the customer with the design of the sampling system, but this is something that is normally constructed by the shipyard. A drawing of a typical sound velocity sampling system has been attached for reference.

3 CLARIFICATIONS - ENGINEERING SUPPORT SERVICES

The prices quoted for CLINs 2 through 7 are based on current KUTI engineering services rates and is meant only to give the customer an idea regarding typical costs. The labor is estimated based on experience gained during the installation of 100s of systems throughout the world.

NOTE: Pricing provided does not include travel and living expenses. These will be billed at cost plus a 10% admin fee.

3.1 CLIN 02 - Installation Design Consulting

As part of the installation design effort, Kongsberg will provide professional recommendations based on experience gained from similar system installations, and will provide mechanical concept drawings for the acoustic arrangement to be used by the Naval Architect to complete the ship modification designs. Final as-built drawings of the ship structure will not be supplied by Kongsberg. The pricing provided in this quote does not include the manufacture of any structures added to the ship such as the gondola. These items are normally constructed by the shipyard doing the re-fit.

As part of the system integration design effort, Kongsberg will provide wiring diagrams, system integration diagrams and cable drawings/specifications for the equipment supplied by KUTI. Mechanical drawings, wiring specifications and specific installation instructions will also be provided as part of the installation design support. Final as-built drawings of the ship structure or wiring will not be supplied by Kongsberg.

3.2 CLIN 03 - Installation Support

The shipyard shall be responsible for physically installing the scientific sonar systems and their supporting equipment in accordance with the documentation provided by Kongsberg. Kongsberg will provide engineers to supervise and support the installation at the shipyard. Kongsberg engineers normally arrive at the shipyard after the electronic cabinets and the computer system have been mounted in the ship. The engineers then assist in the critical sonar transducer installation and system interconnection. Pricing includes the labor and travel hours for qty (2) KUTI engineers on site for 10 man-days each during this period of the installation.

3.3 CLIN 04 - Installation Survey

Kongsberg will provide an independent contractor to perform a survey of the location and alignment of the scientific sonar system transducers, the motion sensor and the heading sensor as well as the various benchmark reference points necessary. A report documenting all measurements will be provided by the surveyor. This survey is independent of any surveys that may be performed by the shipyard to facilitate the construction or refit of the vessel.

Pricing provides allocation for one visit by the surveyor after installation of the sonar arrays and motion reference unit. Kongsberg reserves the right to revise pricing if customer determines that additional visits would be necessary.

3.4 CLIN 05 - Harbor Acceptance Test (HAT)

Kongsberg will provide engineers to perform a harbor acceptance test (HAT) of the installed scientific sonar systems. The results of this testing will be recorded in a HAT Report. A customer representative is expected to witness the test, verify the recorded results and sign the HAT Report to certify its accuracy.

Pricing includes labor and travel hours for qty (2) Kongsberg engineers on site for 5 man-days each.

3.5 CLIN 06 - Sea Trials and Calibration

After thorough at sea testing and calibration of the installed scientific sonar systems, Kongsberg will perform a sea acceptance test (SAT). The results of this test will be recorded in a SAT Report. A customer representative is expected to witness the test, verify the recorded results and sign the SAT Report to certify its accuracy.

Pricing includes labor and travel hours for qty (2) Kongsberg engineers at sea for 5 man-days each. In addition to system testing, calibration and the Sea Acceptance Test (SAT) the Kongsberg engineers can also provide informal operational training during this cruise, however it is recommended that the customer also purchase a formal, detailed training course to ensure their operators are completely qualified to operate and maintain the system.

3.6 CLIN 07 - Training

Kongsberg will provide detailed operations and maintenance training for the installed scientific sonar systems. Pricing includes training materials, labor and travel hours for qty (1) engineer for 5 man-days. Two of these days would be for classroom training and the remaining three would be at sea for operational training.

4 GENERAL

4.1 Factory Acceptance Test

A Factory Acceptance Test (FAT) of the individual Kongsberg systems will be performed at the factory in Norway before each system is shipped. The customer is invited to have a representative present during these tests if they desire. This testing is in addition to the factory acceptance test of the integrated systems performed at the KUTI facilities in Lynnwood, WA.

4.2 Maintenance Agreement

Kongsberg Maritime offers maintenance agreements that can be tailored to the customer's needs.

4.3 Other Support

Kongsberg can also provide other support, such as:

- Evaluate equipment failures and perform repairs on site or at a Kongsberg Maritime facility.
- Provide replacement parts if needed. A selection of circuit cards is typically in stock at the Kongsberg Underwater Technology, Inc. (KUTI) facility in Lynnwood, WA.
- Perform hardware and software upgrades.
- Phone support from KUTI during normal working hours; 8:00am to 5:00pm Pacific Time. In addition, a 24-hour hot-line is available to the Hydrographic Support organization at the Kongsberg Maritime office in Horten, Norway.
- A forum for users of Kongsberg multibeam systems, FEMME, is arranged every 18-24 months. The next FEMME will be held in Trondheim, Norway in April 2011.

5 SPECIAL TERMS AND CONDITIONS

Kongsberg Underwater Technology, Inc. General Terms and Conditions of Sale shall apply unless otherwise specifically stated.

The following Special Terms and Conditions shall apply unless otherwise agreed.

5.1 Validity of Quotation

This quotation is valid for budgetary purposes only. When customer determines exact system to be installed, and location of installation, Kongsberg can provide a firm fixed price quotation.

5.2 Delivery Time

TBD based on schedule promulgated by customer. Delivery times for large systems such as the EM 302 are typically on the order of 6 months ARO.

5.3 Prices

Prices are quoted in US dollars, DDP to customer site (Delivery Duty Paid, ref. INCOTERMS 2000). Kongsberg normally sets an exchange rate to use for a given year to convert from Norwegian kroner (NOK) to USD. This exchange rate can vary from year to year and may be different when the final cost proposal is generated.

5.4 Sales, Use and Transfer Taxes

Customer shall be solely responsible for and shall pay: (a) all manufacturer's, sales, use and transfer taxes and all governmental charges, if any, due upon the sale or transfer of the Product from Seller to Customer imposed by any jurisdiction; and (b) all licensing fees or similar taxes and excises due to any jurisdiction.

5.5 Sales Tax Exemption

To be eligible for a sales tax exemption the customer must provide a sales tax exemption form or resale certificate at the time of purchase.

5.6 Warranty

Kongsberg's standard warranty period ends 12 months after acceptance or 18 months after date of shipping, whichever occurs first.

5.7 Payment Terms

Unless otherwise agreed, Kongsberg Underwater Technology, Inc. offers the following terms:

30% due at time of order,

60% due on delivery,

10% due upon acceptance.

Invoice terms are NET 30.

Kongsberg Underwater Technology, Inc. Terms and Conditions of Sale

NO WARRANTY, PROMISE OR REPRESENTATION AS TO ANY PRODUCT SOLD BY KONGSBERG UNDERWATER TECHNOLOGY, INC. NOR ANY WAIVER OR MODIFICATION OF THE FOLLOWING TERMS AND CONDITIONS OF THIS CONTRACT OF SALE (THIS "CONTRACT") SHALL BE BINDING UPON KONGSBERG UNDERWATER TECHNOLOGY, INC. UNLESS REDUCED TO WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF SELLER. AS USED IN THIS CONTRACT, "SELLER" SHALL MEAN KONGSBERG UNDERWATER TECHNOLOGY, INC.

Delivery

Deliveries are subject to Seller's ability to secure materials for the manufacture of the product or products to be supplied under this Contract (the "Product") and are subject to an event of Force Majeure as defined below. Seller reserves the right to ship any part of the order in advance of
the shipping date, and Customer shall make payment in accordance with the terms specified below.

If Customer delays delivery (by request for changes, etc.), Seller is entitled to adjust the delivery time and price resulting from such or delay. If Seller notifies Customer in writing that Customer must accept delivery within a fixed time, and the Customer fails to do so within such time, Seller shall be entitled to immediately terminate this Contract and claim compensation for any loss and expense resulting from such failure.

Force Majeure

Seller shall not be responsible for failure to perform under this Contract due to circumstances beyond Seller's control, including, but not limited to, fires, floods, and other catastrophes caused by nature, riots, civil commotion, strikes, labor disputes, freight embargoes or transportation delays, shortage of labor, inability to secure fuel, materials, supplies, equipment or power or on account of shortages thereof, delays in deliveries from subcontractors, acts of God or of a public enemy. Technical difficulties shall also be an event of Force Majeure provided that the difficulties are reasonably unforeseen. Seller's obligation to perform under this Contract shall be suspended as long as the event of Force Majeure exists. The delivery schedule shall be extended for a period equal to the duration of the event of Force Majeure.

Shipment

Shipment will be made according to INCOTERMS 2000, EXW Seller's Shipping Department. Seller's responsibility ceases (except as stated in Seller's limited warranty) with the delivery of the Product to the carrier.

Claims

Claims for shortages or objections to the Product based on any non-conformities, irregularities, discrepancies, or defects ("Non-Conformities") that are ascertainable by inspection of the Product must be made in writing and received by Seller within 15 days after Customer's receipt of the Product. Upon receipt of any such claim, Seller in its sole discretion will fill the shortage or either: (1) repair the Non-Conformities or (2) replace the Product with the same or a substantially equivalent product.

Limited Warranty

Seller warrants that the Product is free from defects in materials or workmanship for a period of 12 months from the date of receipt of the Product by the Customer or 18 months from the date of shipment of the Product from Seller's Shipping Department (whichever occurs first) as follows:

Seller will, at Seller's discretion and expense, either: (1) repair the Product or (2) replace the Product with the same or a substantially equivalent product; provided that the warranty claim is made in writing and received by either Seller or one of its authorized repair centers within the warranty period with proof of purchase and date of receipt of the Product. This will be the Buyer's exclusive remedy for breach of warranty. The Seller will not be liable for Customer's incidental or consequential damages, even if the Seller fails in its attempt to fix the defects. But in such a case, the Customer will be entitled to a refund of monies paid to the Seller under this Contract.

Kongsberg Underwater Technology, Inc. warranty terms mean that Kongsberg Underwater Technology, Inc. covers labor time and parts to correct the problem relative to the specifications the product is purchased according to. For service trips to vessels and other types of field service related to warranty repair, the customer will be invoiced for travel time, cost of travel/living and waiting time according to valid Kongsberg Underwater Technology, Inc. Service Rates & Terms at the time of warranty repair in the field.

This limited warranty is void if warranty labels on the Product are broken or removed. This limited warranty does not cover cosmetic damage or damage due to acts of God, misuse, abuse, negligence, or modification of Product. This limited warranty does not cover damage due to improper installation, operation, repair or maintenance or uses in violation of the user's manual, installation manual or maintenance manual accompanying the Product. **REFER TO THE USER'S MANUAL or the MAINTENANCE MANUAL FOR PRODUCT SAFETY WARNINGS AND PROPER USE INSTRUCTIONS**.

Consumable items (including, but not limited to, lamps, fuses, and worn O rings or shaft-seals) are excluded from this limited warranty.

The foregoing limited warranty is exclusive of all other warranties, express or implied, with respect to quality, condition, capabilities or performance of any Product sold by Seller to Customer, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND BY SELLER OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, MANUFACTURE OR DELIVERY OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. The maximum liability of Seller shall not, in any case, exceed the price of the Product. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

Seller does not warrant any part not manufactured by Seller. All parts not of Seller's manufacture shall carry the warranties of their respective manufacturers.

Terms

Terms of sale are C.O.D. or Cash On Delivery, unless Customer obtains credit approval from Seller's Credit Department prior to the time of shipment. Seller reserves the right to restrict the terms of payment or to require payment prior to the date of shipment if, in Seller's opinion, Customer's financial condition or other circumstances so warrant.

In the event of the filing of any petition in bankruptcy or for reorganization by or against Customer, or the appointment of a receiver of Customer's insolvency, Seller may refuse to make further deliveries and all terms of sale shall become immediately due and payable. Customer hereby waives all notice and demand and consents that all terms of sale shall become immediately due and payable upon the happening of such events.

Returns

No credit shall be allowed for returns unless Customer first obtains Seller's approval in writing. Items, components, and other products not listed in Seller's published price list when ordered "Special Orders" are not subject to return for credit under any circumstances.

Cancellation

Cancellation of Special Orders will not be accepted. Any order for Seller's standard products may be cancelled within 30 days of the accepted delivery date only in accordance with the following

(a) By mutual written agreement of Customer and Seller.

(b) If the items covered by the order are being purchased for ultimate delivery to the Government pursuant to a Government contract, or for use on a Government contract with or without other equipment, then it is agreed that any part or all of this order may be cancelled only in accordance with the cancellation provisions of the correspondent Government contract.

Security Interest

The Customer hereby grants to the Seller a security interest in the Product shipped to the Customer until all payments under the terms of sale, including deferred payments, whether evidenced by notes or otherwise, shall have been made in full in cash and until all other terms of sale have been fully performed by Customer. Customer hereby authorizes Seller to execute on its behalf and file in any appropriate office all documents necessary to evidence and perfect such security interest.

Proprietary Rights, Confidentiality

Seller will retain sole ownership of and all rights in all technical and business information, test reports, ideas, designs and materials pertaining to the Product, trademarks, copyrights or processes, and other assembly, production, marketing or sales information (the "Proprietary Rights"). Customer shall not use or permit the Proprietary Rights to be used to compete with Seller or to manufacture or develop products or services which compete with Seller's products and services.

Customer will keep all information and knowledge regarding the Proprietary Rights provided by Seller confidential and will institute reasonable procedures and policies to prevent disclosure.

Customer acknowledges and agrees that breach of any of the Proprietary Rights or confidentiality agreements contained in this Contract would give rise to irreparable injury to Seller and that monetary damages would be an inadequate remedy for any such breach. Accordingly, Seller may seek and obtain injunctive relief against any such breach or threatened breach, without the need of proving actual damages or the posting of a bond or other security, in addition to any other legal remedies which may be available.

Default

If Customer defaults in the payment or performance of any term of sale, Seller may retake possession of the Product, and for this purpose, Seller may peaceably enter upon the premises of Customer without judicial process. Seller shall serve written notice on Customer at least 5 days prior to the date set for repossession. Nothing contained herein shall limit Seller's right to sue for and collect any unpaid term of sale, or to enforce any other remedy available to Seller hereunder or under the Uniform Commercial Code as adopted by the State of Washington.

Quotations and Prices

All prices are subject to change without notice in Seller's sole discretion.

Entire Agreement, Modification

Unless modified in writing signed by both parties, this Contract is understood to be the complete and exclusive agreement between the parties, superseding all oral or written prior agreements and all other communications between the parties relating to the subject matter of this Contract, including statements made by salespersons. The Customer is warned, therefore, to check this Contract carefully to see that it correctly reflects those terms that are important to Customer.

Orders submitted on Customer's own purchase order forms, which may contain statements, clauses, or conditions modifying, adding to, repugnant to, or inconsistent with the terms and provisions contained in this Contract, will be accepted by Seller only upon condition and with the express understanding that notwithstanding any such statements, clauses, or conditions contained in any forms of Customer, Seller's liabilities shall be determined solely by Seller's terms and conditions of sale as stated in this Contract. Orders, acceptances or confirmations that state additional or differing terms from this Contract shall be operative as acceptances of this Contract.

No Waiver

Seller's failure to require performance by Customer of any provision of this Contract shall in no way be deemed a waiver or otherwise affect the right of Seller to require such performance at any time thereafter. Seller's failure to object to any provisions contained in any communication from Customer which are at variance with the provisions of this Contract shall not be deemed a waiver or modification of the provisions of this Contract.

Governing Law, Venue

This Contract shall be governed by and construed in accordance with the substantive laws of the State of Washington, without reference to any conflict of laws rules of that State which would require the use or employment of the laws of any other jurisdiction. Seller and Customer agree that the venue of any judicial proceeding for the enforcement of, or otherwise pertaining to, any of the terms of this Contract shall be in either the state or federal courts located in King County, Washington and both parties hereby consent and submit to the jurisdiction of these courts for any such proceeding.

Seller and Customer also agree that, if either Seller or Customer so chooses, all controversies or claims arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in King County, Washington, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in either court set forth above. If a judicial proceeding is commenced, Seller or Customer must exercise its option to demand arbitration on or before the date its answer or other first other responsive pleading must be filed or served.

Attorneys' Fees

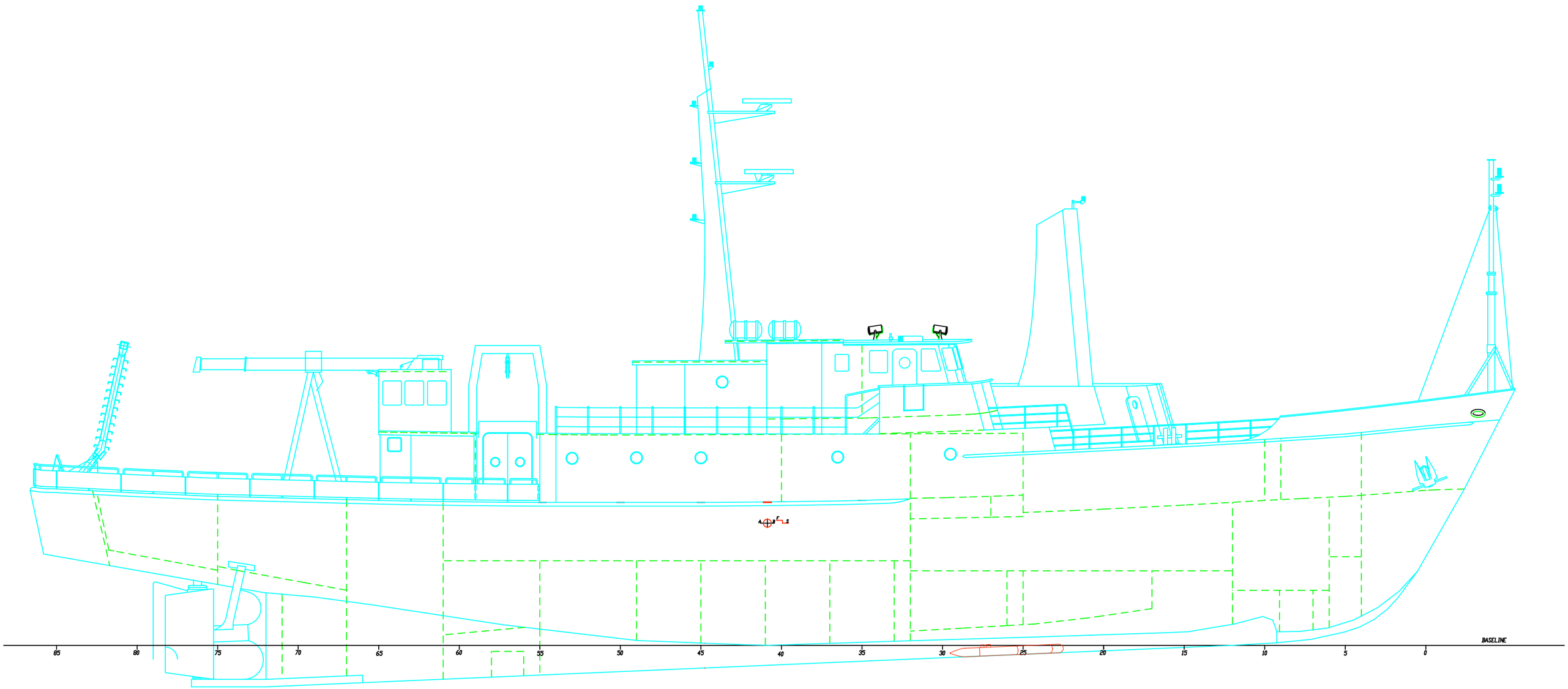
In the event that any suit, action or arbitration proceeding is commenced by a party under this Contract to enforce its terms or seek damages or equitable relief in connection with this Contract, the prevailing party in such action or arbitration (as determined by the court or arbitrator) will be entitled to reasonable attorneys' fees and costs to be fixed by the court or arbitrator, including such fees and costs as may be incurred in any appellate proceeding or in collection.

Severability

In the event that any of the provisions of this Contract are construed by a court of competent jurisdiction to be invalid or for any reason unenforceable, the remaining provisions of this Contract nonetheless shall continue in full force and effect in accordance with their terms.

Notices

All notices or other writings to Seller shall be sent by prepaid registered or certified mail, or by a recognized overnight delivery service (such as Federal Express or UPS), to Kongsberg Underwater Technology, Inc., 19210 33rd Avenue West, Suite A, Lynnwood, Washington 98036-4707 or such other address as the Seller may designate in writing. All notices or other writings to Customer shall be sent by prepaid registered or certified mail, or by a recognized overnight delivery service, to Customer's last known business address or such other address as the Customer may designate in writing.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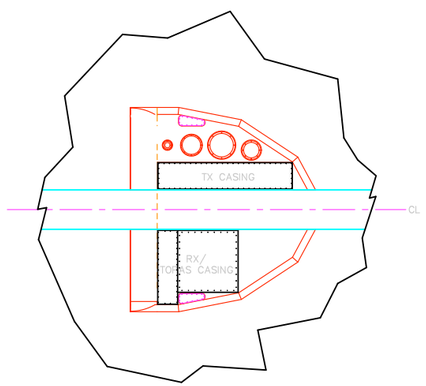
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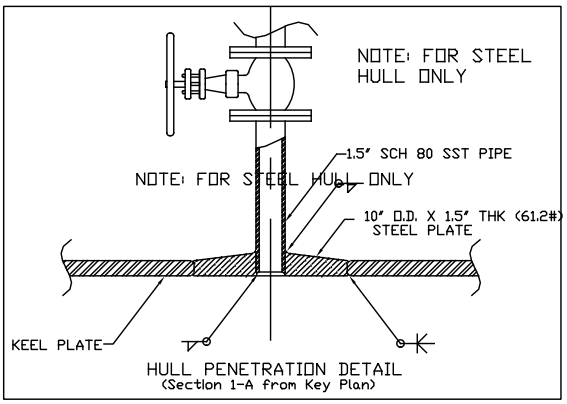
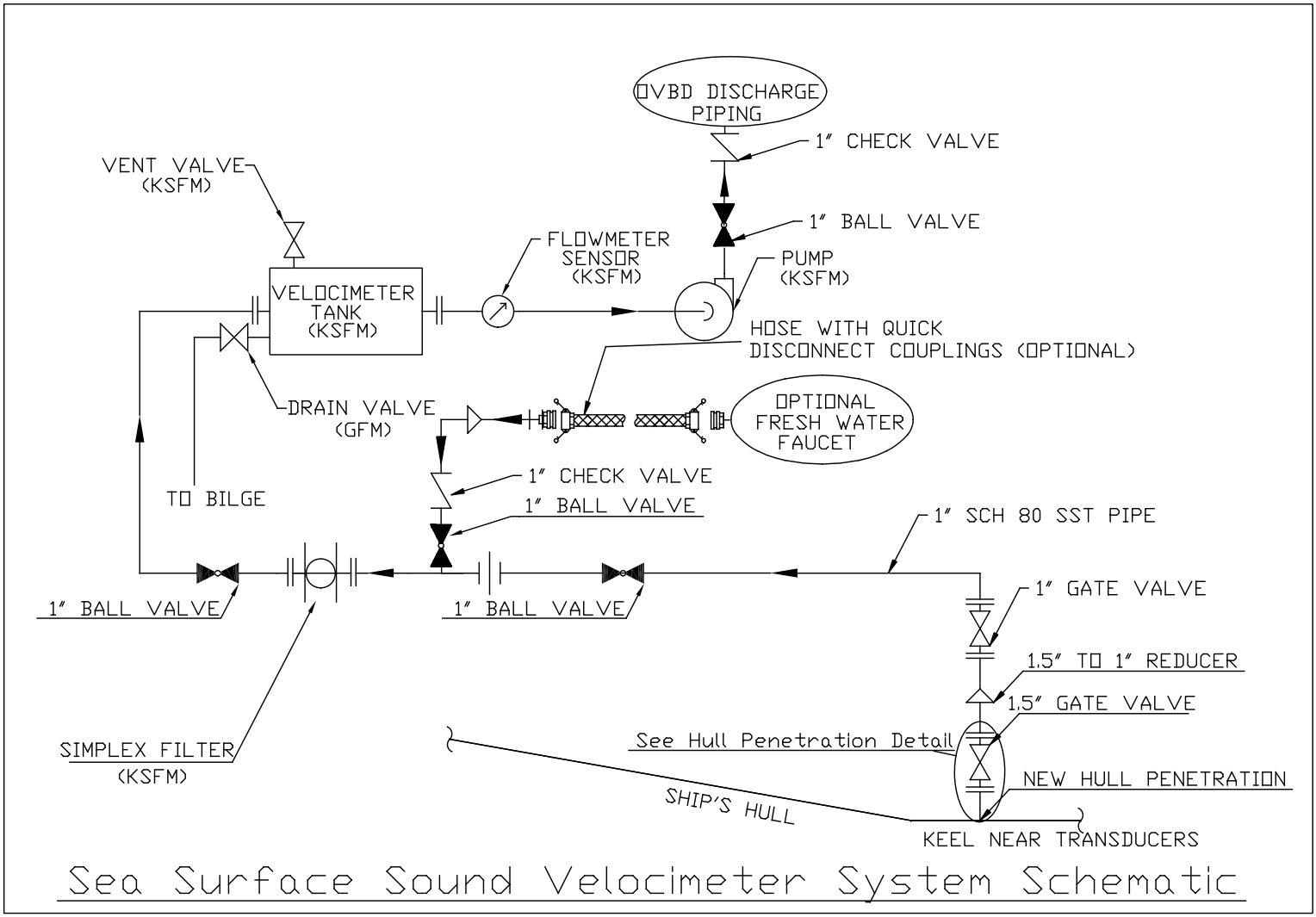

NOTE: FOR STEEL HULL ONLY
1.5" SCH 80 SST PIPE
NOTE: FOR STEEL HULL ONLY
10" O.D. X 1.5" THK (61.2#) STEEL PLATE
KEEL PLATE
HULL PENETRATION DETAIL
(Section 1-A from Key Plan)

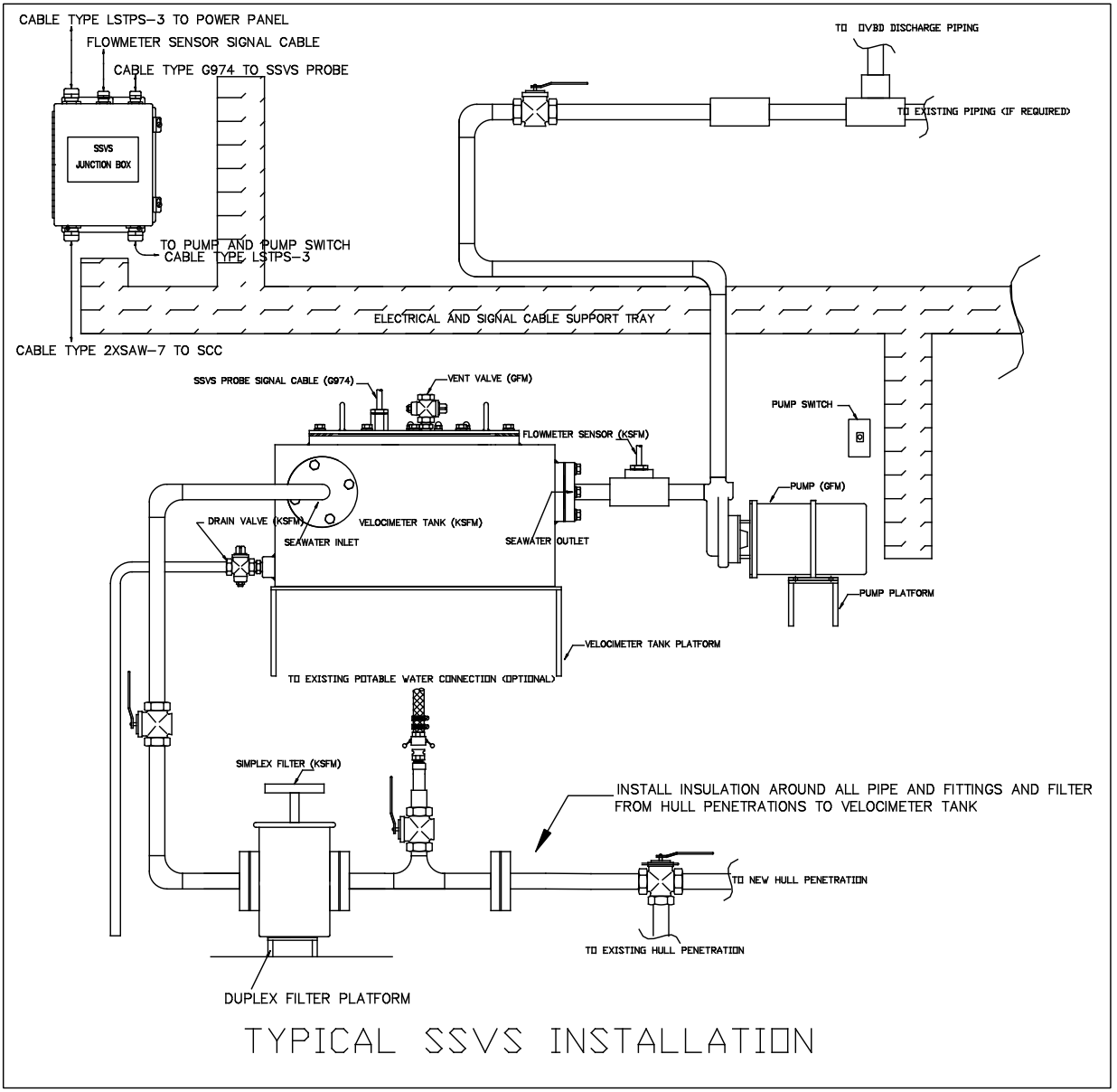
TBD

KEY PLAN

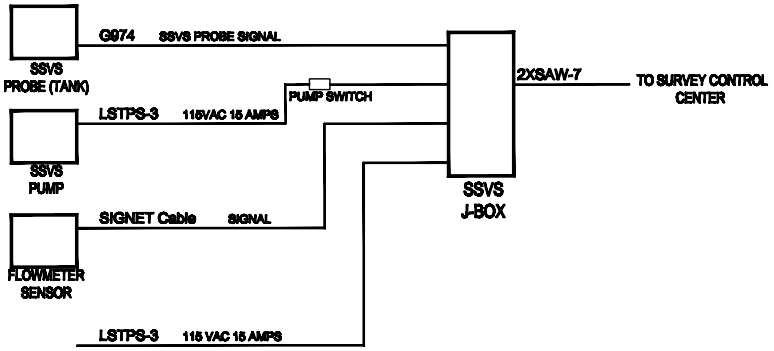


NOTES:

1. All SSVS piping and fittings shall be stainless steel, series 316L schedule 80.
2. Insulate / lag pipe and fittings from hull penetrations to velocimeter tank using cel-o-flex insulation and lagging as required.
3. All valves shall be rated 300 lbs. or higher.
4. All material is to be supplied by shipyard unless noted as KONGSBERG SIMRAD Furnished Material (KSFM).
5. Shipyard will make all signal cable connections.
6. Gas free tanks before installation and welding of hangers and support platforms to bulkheads.


CABLE TYPE LSTPS-3 TO POWER PANEL
FLOWMETER SENSOR SIGNAL CABLE
CABLE TYPE G974 TO SSVS PROBE
SSVS JUNCTION BOX
TO PUMP AND PUMP SWITCH CABLE TYPE LSTPS-3
TO OVBD DISCHARGE PIPING
TO EXISTING PIPING (IF REQUIRED)
ELECTRICAL AND SIGNAL CABLE SUPPORT TRAY
CABLE TYPE 2XSAW-7 TO SCC
SSVS PROBE SIGNAL CABLE (G974)
VENT VALVE (GFM)
FLOWMETER SENSOR (KSFM)
PUMP SWITCH
PUMP (GFM)
DRAIN VALVE (KSFM)
SEAWATER INLET
VELOCIMETER TANK (KSFM)
SEAWATER OUTLET
PUMP PLATFORM
VELOCIMETER TANK PLATFORM
TO EXISTING POTABLE WATER CONNECTION (OPTIONAL)
SIMPLEX FILTER (KSFM)
INSTALL INSULATION AROUND ALL PIPE AND FITTINGS AND FILTER FROM HULL PENETRATIONS TO VELOCIMETER TANK
TO NEW HULL PENETRATION
TO EXISTING HULL PENETRATION
DUPLEX FILTER PLATFORM

TYPICAL SSVS INSTALLATION



SSVS CABLE DIAGRAM